AGREEMENT

BETWEEN

PROVINCE OF MANITOBA

AND

MANITOBA MEDICAL ASSOCIATION

1987 - 1990

88-04508/

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THIS AGREEMENT made and entered into this 18th day of April, A.D. 1988.

BETWEEN:

HER MAJESTY THE QUEEN,
In Right of the Province of Manitoba,
(Hereinafter referred to as "the Government"),

OF THE FIRST PART

- and -

THE MANITOBA MEDICAL ASSOCIATION,
(Hereinafter referred to as "the Association"),

OF THE SECOND PART.

WHEREAS the Association is the certified bargaining agent of certain specified physicians of the Government, more specifically having been certified under the Labour Relations Act of the Province of Manitoba by the Manitoba Labour Board on the 25th day of June, A.D. 1974, under Certificate No. MLB-2710 as certified bargaining agent for a unit described as follows:

"All physicians employed by the Province of Manitoba,
except those excluded by the Act."

AND WHEREAS the Association and the Government have agreed to enter into a collective agreement containing terms and conditions of employment of the said physicians employed by the Government, including provisions with reference to rates of pay and hours of work;

NOW THIS AGREEMENT WITNESSETH THAT in consideration of the premises of the covenants and agreements of the parties hereto, hereinafter contained, and by them to be respectfully observed, kept and performed, the parties hereto covenant and agree as follows:

ARTICLE 1 - GOVERNMENT TO PROVIDE COPY OF AGREEMENT

01 A copy of this Agreement shall be provided by the Government to each of the present physicians employed by it, and to all future physicians bound by this Agreement. The Government and the Association shall share equally all costs in connection with the printing and distribution of the collective agreement for use by present and future physicians covered by this Agreement.

ARTICLE 2 - INTERPRETATION

01 "Employing Authority" means:

(a) in respect of the Department in which a physician is employed:

(i) The Minister presiding over the Department; or

(ii) The Deputy Minister; or

(iii) Any person designated by the Minister to act as employing authority in respect of the Department on behalf of the Minister and of whom the Association has been given written notice.

02 Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 3 - DISCRIMINATION

01 There shall be no discrimination by either party against any member of the bargaining unit because of that member's participation or non-participation in lawful activities of the Association or because of that member's participation or non-participation either on the Joint Committee or Negotiations Committee established pursuant to this Agreement, or both.

ARTICLE 4 - RECOGNITION OF THE ASSOCIATION

01 The Government recognizes the Association as the sole and exclusive bargaining agent for those physicians of the Government referred to in the Certificate No. MLB 2710 of the Manitoba Labour Board, and, as well, such further and other class or classes of employees as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.

ARTICLE 5 - MANAGEMENT RIGHTS

01 Except as in this Agreement otherwise expressly provided, it is acknowledged that the Government has the right, responsibility and authority to manage, operate and generally regulate its affairs and functions. The Government agrees that their functions will be exercised in a manner not inconsistent with the terms of this Agreement, and that any type of disciplinary action taken against any member of the bargaining unit herein must only be taken for just and proper cause.

ARTICLE 6 - SICK LEAVE

01 A physician shall be allowed sick leave with pay to the extent of that physician's accumulated sick leave credits.

02 A physician shall be granted sick leave credits at the rate of one-half (1/2) working day for each bi-weekly pay period while in the employ of the Govenment or thirteen (13) working days per year during the first four (4) years of the physician's employment and one (1) working day for each bi-weekly pay period thereafter.

03 Subject to Section :04 sick leave shall not accumulate beyond two hundred and eight (208) working days.

04 The Commission, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement:

(a) to a physician who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days of sick leave with pay during the physician's years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all the physician's years of service to not more than two hundred and twenty-eight (228) working days;

(b) to a physician who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty-eight (228) working days of sick leave during the physician's years of service, an additional period of sick leave with pay which additional sick leave will increase the total sick leave for all the physician's years of service to not more than two hundred and fifty-six (256) working days; and

(c) to a physician who has been employed for not less than twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days of sick leave during the physician's years of service, an additional period of sick leave with pay which additional leave will increase the total sick leave for all the physician's years of service to not more than two hundred and ninety-six (296) working days.

05 A physician who has been absent because of sickness shall furnish, if requested by the Deputy Minister or his designate, within fifteen (15) working days of the sickness, a medical certificate from a duly qualified medical practitioner designated by or acceptable to the employing authority, certifying that the physician is or was unable to be present at work because of the sickness. Where an employee fails to produce the requested medical certificate as aforesaid, the physician shall not be entitled to be paid for the period of absence.

06 The Government may, in its discretion, grant additional sick leave with pay over and above a physician's accumulated sick leave.

07 Sick leave credits shall not be accumulated during periods of absence greater than one-half (1/2) of the bi-weekly period when the physician is:

(a) Absent without leave or leave without pay; or

(b) Absent on sick leave and/or Workers' Compensation for any period beyond the first ten (10) consecutive working days.

08 Physicians who are on sick leave on statutory holidays or annual vacation will be credited as having used this holiday or vacation on the day or days on which it or they fall and will not be charged with having used a day or days of sick leave on that day or days. This sub-article does not apply to physicians who are in receipt of benefits under the Workers' Compensation Act.

09 Physicians may obtain information concerning their accumulated sick leave credits upon request in writing to their personnel office and shall be provided with the information within thirty (30) days of the receipt of the request.

10 Where a physician becomes ill during the period of his scheduled annual vacation, the employing authority may grant sick leave and credit the physician with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and requires hospitalization. The physician will be responsible to provide proof of hospitalization satisfactory to the employing authority.

ARTICLE 7 - MATERNITY LEAVE

01 A physician who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

02 Except where the physician resigns, the Government shall grant Maternity Leave of twenty (20) weeks to a pregnant physician and such physician on Maternity Leave shall be permitted to apply from her accumulated sick leave credits up to a maximum of ten (10) days during the unemployment insurance waiting period. Such leave other than the sick leave mentioned herein, shall be considered as a leave of absence without pay.

03 The physician must submit to the employing authority an application in writing for leave under this Article at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave.

04 The employing authority may require a physician to provide the certificate of a duly qualified medical practitioner certifying that the physician is pregnant and specifying the estimated date of her delivery.

05 The Civil Service Commission, if requested by the physician, may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.

06 A physician receiving such Maternity Leave of absence shall be guaranteed the right to return to work at the then prevailing salary for that classification and position that she occupied prior to the confinement.

07 If delivery occurs after the estimated date of delivery mentioned in the certificate referred to in .04 the leave may be extended by an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery.

PLAN B

08 Effective the latter of:

a) the bi-weekly pay period following the date of signing; or

b) the date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by the Canada Employment and Immigration Commission (C.E.I.C.)

and limited to Maternity Leaves commencing on or after that date, the provisions of Plan B will come into effect.

09 In order to qualify for Plan B a pregnant physician must:

a) have completed nine (9) continuous months of employment for or with the government;

b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

d) provide the employing authority with proof that she has applied for Unemployment Insurance benefits and that the C.E.I.C. has agreed that the physician has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971.

10 An applicant for Maternity Leave under Plan B must sign an agreement with the employing authority providing that:

a) she will return to work and remain in the employ of the government on a full time basis for at least six (6) months following her return to work; and

b) she will return to work on the date of the expiry of her Maternity Leave unless this date is modified by the employing authority; and

c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the government for the full amount of pay received from the government as a maternity allowance during her entire period of Maternity Leave.

11 At the physician's request and with the recommendation of the employing authority, the Commission may authorize a physician who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

12 A physician who qualifies is entitled to a Maternity Leave consisting of:

a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :09(c); or

b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :09(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.

c) The Commission may vary the length of Maternity Leave upon proper certification by the attending physician, and recommendation by the employing authority.

13 During the period of Maternity Leave, a physician who qualifies is entitled to a Maternity Leave allowance in accordance with the SUB plan as follows:

a) for the first two (2) weeks a physician shall receive 93% of her weekly rate of pay;

b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Unemployment Insurance benefits the physician is eligible to receive and 93% of her weekly rate of pay;

c) all other time as may be provided under Section :12 shall be on a leave without pay basis.

14 Plan B does not apply to term or part-time physicians or physicians who normally are subject to seasonal lay-off.

15 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count as service towards eligibility for long service vacation and long service sick leave entitlement. The application of this Section is limited to Maternity Leave commencing on and after September 29, 1984.

ARTICLE 8 - ADOPTIVE PARENT LEAVE

01 Upon written request to the employing authority, a physician who is adopting a child, may be granted leave without pay up to a maximum of seventeen (17) weeks, to commence immediately following the date of the adoption. The physician may be required to furnish proof of adoption.

02 Upon returning to duty by the authorized date the physician shall return to his position and the salary he was receiving at the commencement of the Adoptive Parent Leave.

ARTICLE 9 - PATERNITY LEAVE

01 A male physician shall be granted one (1) day leave of absence with pay to attend to matters arising out of the birth of his child. Such leave may be granted on the day of or the day following the birth of his child, or the day of his wife's admission to or discharge from hospital.

ARTICLE 10 - CIVIL LIABILITY

01 If an action or proceeding is brought against any physician employed by the Government, for an alleged tort committed by him in the performance of his duties, then:

(a) The physician, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Government through the Deputy Minister of Health of any such notification or legal process;

(b) The Government shall pay any damages or costs awarded against any such physician in any such action or proceedings and all legal fees, and/or;

(c) The Government shall pay any sum required to be paid by such physician in connection with the settlement of any claim made against such physician if such settlement is approved by the Government, through the Deputy Minister of Health before the same is finalized; provided the conduct of the physician which gave rise to the action did not constitute gross negligence of his duty as a physican;

(d) Upon the physician notifying the Government in accordance with paragraph (a) above, the Government and the physician shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the physician agrees to cooperate fully with appointed counsel.

ARTICLE 11 - GENERAL HOLIDAYS

01 In this Agreement, the following days shall be recognized as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
August Civic Holiday	

plus any other Statutory Holidays as declared by the Federal, Provincial or Local Government authority.

02 Where the exigencies of the service permit, a physician shall be entitled to close his or her office at one o'clock in the afternoon on December 24th when that day is a normal working day and that day shall be considered as a full working day for purposes of calculation.

03 Where any of the aforesaid days fall on a Saturday, the preceding working day shall be observed as the holiday in lieu thereof and where any of the said days fall on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof. Notwithstanding the aforesaid, it is agreed that the day observed as the holiday shall be the same day as observed by other Government employees who work in the same area.

04 If any physician is required to work on New Year's Day, Good Friday, Dominion Day, Christmas Day, or Boxing Day, the physician shall receive pay at the rate of one and one-half (1-1/2) times the physician's regular salary rate for each hour worked to a maximum of seven and one-quarter (7 1/4 hours) on said holiday.

05 A physician who is required to work on a holiday as specified in 01 hereof will accumulate compensating time off at the rate of one (1) hour for each hour so worked, and such accumulated time may, at the physician's choice, be taken at such time as it runs consecutively with the physician's annual vacation period or at any other time convenient to the physician and approved by the physician's Director.

06 Physicians who are on days off or annual leave at the time that any of the above-mentioned holidays occur, will receive a compensatory day off at a time mutually agreed between the physician and the physician's Director.

07 For any non-used accumulated compensatory time off existing at the time of a physician's termination of employment or retirement, as the case may be, the physician shall receive payment in lieu thereof at the physician's then current rate of pay as specified in Articles 32:01, 32:03, 32:04 and 32:05.

ARTICLE 12 - WORKERS' COMPENSATION

01 When a physician is in receipt of Workers' Compensation allowance, the physician, if the physician so elects, shall be paid an additional amount which when combined with the compensation allowance shall insure the maintenance of the physician's gross salary. Such additional amount shall be chargeable to the physician's sick leave credits accrued at the time the physician commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the physician's accrued sick leave credits have been exhausted.

02 When a physician is absent due to sickness, injury or disability for which compensation is paid under the Workers' Compensation Act, vacation leave shall accumulate as if the physician were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the sickness, injury or disability occurred.

ARTICLE 13 - TERM OF AGREEMENT

01 The provisions of this Agreement, unless otherwise specified, shall become effective from and including September 26, 1987 up to and including September 22, 1990, and thereafter until a new Agreement has been concluded provided however that notice for revision or termination of this Agreement may be submitted by the Government or the Association to the other party on or before June 1, 1990, and in the case of notice of termination being given as aforesaid, this Agreement shall terminate on September 22, 1990. If notice for revision or termination of this Agreement is not made before June 1, 1990, this Agreement will continue in full force and effect for a further period of twelve (12) months. During the period of negotiations for a renewal or revision of this Agreement, this Agreement shall remain in full force and effect.

02 If notice is given for revision or termination of this Agreement as aforesaid, the party giving notice shall deliver to the other party their written proposals for a new Agreement or the revision of this Agreement on or before July 15, 1990. The party receiving such notice shall submit their proposals on or before the negotiations meeting specified in 13:03.

The parties shall be restricted in their negotiations to the matters raised in their proposals as aforesaid.

03 Upon notice being given by any of the parties hereto under 01 hereof, each party agrees to commence negotiations on or before August 1, 1990 for the new Agreement or the revision of this Agreement as proposed by the parties hereto.

04 All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective from September 26, 1987 unless otherwise specified.

ARTICLE 14 - ASSOCIATION SECURITY

01 The Government agrees to deduct the amount of annual dues and levies, as determined by the Association, on a bi-weekly basis, from salaries or wages of each and every physician covered by this Agreement whether a member of the Association or not.

02 The Government agrees that the aforesaid deductions shall continue during the life of this Agreement and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new collective agreement.

03 The Association agrees to advise the Government of the amount of the Association's annual dues or levies and all amounts deducted under 01 hereof shall be forwarded by the Government to the Treasurer of the Association on a bi-weekly basis. Such dues shall be forwarded to the Association together with a list of the names of the physicians for whom deductions have been made.

04 In consideration of the premises, and of the Government making the compulsory deduction of Association dues or levies as herein provided, the Association agrees to, and does hereby indemnify and save the Government harmless from all claims, demands and proceedings of any action and from all costs which might arise or be taken against the Government by reason of the Government making the compulsory check-off of Association dues and levies provided for in this paragraph.

05 The Association shall notify the Government in writing of any changes in the amount of dues and levies at least two (2) months in advance of the end of the pay period in which the deductions are to be made.

06 The Association shall provide the Government with a list of officers and representatives of the Association and shall provide the Government with a revised list from time to time as occasion may require.

07 The amount of the dues or levies will be certified to the Government over the signature of a responsible officer of the Association.

ARTICLE 15 - ASSOCIATION BUSINESS

01 Any grievor and his Association representative who are on duty or who are due to come on duty during the course of any of the meetings hereinafter referred to, shall be allowed time off with pay to attend meetings with Government or its authorized designees, relating to processing of a grievance or grievances, in which the grievor or representative is involved, including arbitration hearings to which they are a party. Any physician subpoenaed as a witness to an arbitration shall be allowed time off with pay to attend such arbitration hearing.

02 The Government shall grant to a maximum of four (4) employee representatives serving on the Negotiation Committee of the Association time off with pay while meeting with representatives of the Government to negotiate a revised or new collective agreement. Such representatives shall not incur any loss of any benefits accrued to them under the terms of this collective agreement for such meetings.

03 A physician requiring time off to attend arbitration hearings or negotiation meetings on the physician's normal work day shall give notice to the Director in advance of the time the physician is required to be off for such purpose or purposes.

ARTICLE 16 - RELIEF DUTIES

01 A physician who is appointed to a senior position for a period of more than ten (10) consecutive working days shall be paid a salary equivalent to the bottom of the scale for the position for which he is relieving or the next increment level above the physician's own prevailing salary. This increased rate shall be paid retroactive to the first day of the assumption of the senior position.

02 Should a physician's increment date be reached during the course of the temporary employment referred to in sub-article 01 above, such physician shall be credited with said increment on the physician's increment date and the Government shall thereafter pay not less than the higher increment level referred to in sub-article 01 as long as the temporary employment continues.

ARTICLE 17 - PART-TIME PHYSICIANS

01 DEFINITION: A part-time physician is one who is not employed full-time but who works on a regular schedule week by week, irrespective of the number of hours worked in each week.

02 Any part-time physician who works more than one day per week (7-1/4 hours) but less than full-time will be paid pro rata salary and pro rata benefits as set out under the terms of this Agreement.

03 Any part-time physician who works one (1) day or less per week will be paid sessional fees at a minimum of thirty dollars ($30.00) per hour for less than a half day session; eighty-five dollars ($85.00) per half day of work and one hundred and fifty dollars ($150.00) per full day of work, and will not be entitled to any other benefits under this Agreement.

04 Any part-time physician who presently works under contract with the government or any part-time physician who in the future enters (in accordance with Article 31 - "Employment of Physicians") into a contract with the Government shall be governed by the terms of the said contract and shall not be entitled to any of the benefits of this Agreement except as may be specified in the said contract.

05 It is understood and agreed between the Association and the Government that any issue that may be raised as to the status of part-time physicians under contract will be submitted to the Manitoba Labour Board for determination pursuant to section 121.2(5) of The Labour Relations Act.

ARTICLE 18 - COMPASSIONATE OR BEREAVEMENT LEAVE

01 Compassionate or Bereavement Leave with pay in the amount of three (3) working days shall be granted to a physician in the event of the death of a parent, spouse, child, sibling, or a person permanently residing in the physician's household or with whom the physician permanently resides.

02 Compassionate or Bereavement Leave with pay of one (1) day shall be granted in the event of the death of an immediate relative not included in 01, including, without limiting the generality of the foregoing, parent-in-law, grandparent, grandchild, uncle or aunt, and such Compassionate or Bereavement Leave, at the discretion of the employing authority, may be extended up to three (3) working days with pay.

03 Compassionate or Bereavement Leave may be granted to a physician in respect of the death of any person not mentioned in 01 or 02 above at the discretion of the employing authority.

04 The extension of the Compassionate or Bereavement Leave provided for under 01 and 02 above up to a maximum of five (5) working days with pay may be granted by the employing authority where distant travel is required by the physician involved and such extension shall not be unreasonably withheld.

05 For other purposes, such as dangerous illness in the immediate family, a physician shall be entitled to leave with pay up to a maximum of five (5) days to be granted on the recommendation of the employing authority and charged against the employee's sick leave credits.

ARTICLE 19 - VACATIONS

01 For the purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March the following year.

02 A physician who has completed less than one (1) year's continuous employment as of April 1st, in any year, will be granted a vacation with pay pro-rated for the complete months worked. Such physician may, on request, also receive sufficient leave of absence without pay to complete any partial week of vacation.

03 Except as hereinafter set forth, the parties agree that the following annual vacation provisions will apply during the term of this Agreement.

(a) Three (3) weeks (fifteen (15) working days) vacation with pay after one (1) year's continuous service, and yearly thereafter;

(b) Four (4) weeks (twenty (20) working days) vacation with pay in the vacation year in which a physician completes his third (3rd) year of employment, and yearly thereafter.

(c) Five (5) weeks (twenty-five (25) working days) vacation with pay in the vacation year in which a physician completes his tenth (10th) year of employment, and yearly thereafter.

(d) Six (6) weeks (thirty (30) working days) vacation with pay in the vacation year in which a physician completes his twentieth (20th) year of employment, and yearly thereafter.

04 (a) All requests for earned vacation leave shall be submitted for scheduling and approval by the Employing Authority. If the physician is subsequently unable to take his earned vacation at the approved scheduled time because of a specific request in writing from the Medical Director or Chief Medical Officer, Public Health, then every effort shall be made by the employee and the Medical Director or Chief Medical Officer, Public Health, to reschedule the vacation prior to the end of the vacation year. If the employee and the Director are unable to reschedule the vacation prior to the end of the vacation year, then the physician may elect to carry over his or her earned vacation entitlement to the next vacaton year or, at the physician's option, receive payment in lieu of such vacation entitlement. Under no circumstances may a physician elect to carry more than one year's earned vacation entitlement into the next vacation year.

(b) Subject to the requirements of the service, vacation leave scheduling for physicians covered by this Agreement shall be rotated regardless of seniority of service.

05 Subject to 04(a) and 04(b), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.

06 Where a physician dies or leaves the service, he or his estate shall receive pay at the physician's then current rate of pay for the accumulated, unused vacation leave. The current rate of pay shall include the amounts specified in Articles 32:01, 32:03, 32:04 and 32:05.

ARTICLE 20 - LEAVE OF ABSENCE

01 A physician will be required to submit a written request for any leave of absence referred to in this Agreement unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis, and may be allowed at the discretion of the employing authority. Unless otherwise indicated in the Agreement, except in emergencies, such requests must be made at least four (4) weeks in advance.

02 Physicians granted leave of absence with pay shall retain their seniority and benefits and shall continue to accrue the same during the said leave of absence.

03 Physicians granted leave of absence without pay shall retain their seniority and benefits but further seniority and benefits shall not accrue during the said leave of absence.

ARTICLE 21 - NEW CLASSIFICATIONS

01 The Government and the Association agree that if a dispute should arise between them as to whether or not any physician is a member of the bargaining unit by reason of the definition of the word "employee" as it is used in the Labour Relations Act, then either of the parties hereto may submit the dispute to the Manitoba Labour Board for its ruling on such issue pursuant to Section 121 of the said Act.

02 If the Manitoba Labour Board rules that any such physician is an "employee" within the meaning of the said Act, then the Government agrees with the Association that it will meet forthwith with representatives of the Association to negotiate the classification and the salary schedule of such classification for inclusion in this Agreement, and if the Government and the Association are unable to reach agreement on such classification and salary schedule, or either of them, then only the following issues regarding the matter may be submitted by either party to arbitration for final settlement, namely:

(a) The determination of an appropriate classification based on an assessment of the duties and responsibilities of the new or revised position established by the Government based on a comparison with the duties and responsibilities of existing position classifications;

(b) The determination of the salary range of the new position which shall relate equitably to the salary ranges paid for existing position classifications based on a comparison of the relative value of the duties and responsibilities of the new or revised position.

03 (a) Where the Government wishes to establish a new classification not contained within the Agreement, the Government shall submit to the Association written notice of the proposed new classification together with a description of the duties of such classification and the proposed wage rate. The Government and the Association shall meet for the purpose of discussing the duties and negotiating the rate of pay for such classification.

(b) Any concerns on duties may, within fifteen (15) days of notice being given in 03(a) hereof, be submitted in writing by a physician to the Joint Committee established under Article 29 of this Agreement. If the Joint Committee fails to resolve the concerns within forty-five (45) days of notice being given under 03(a) hereof, the determination of duties by the Government shall prevail.

(c) If the parties are unable to reach agreement on a salary schedule for such classification within forty-five (45) days of the Government submitting the new proposed classification to the Association, then such dispute on the salary schedule may be submitted by either party to an Arbitration Board established under Article 24 of this Agreement. The decision of the Arbitration Board shall be final and binding on all parties. Until such time as the parties agree or an arbitration board decides the issue, no physician shall work in the new classification proposed by the Government.

ARTICLE 22 - MEDICAL FITNESS

01 A physical examination by a duly qualified medical practitioner designated by or acceptable to the employing authority may be required prior to initial appointment to any position covered by this Agreement.

02 The employing authority may require a physician to have a physical examination or a psychiatric examination or both. The physical examination must be performed by a duly qualified medical practitioner and the psychiatric examination must be performed by a duly qualified specialist in psychiatry. Such examining physicians shall be designated by or acceptable to the employing authority.

03 A physician who has been examined pursuant to 01 or 02 hereof shall, if the physician requests same in writing, receive within twenty (20) days following the date of the examination a copy of the written opinion that was submitted to the employing authority.

04 If a physician questions the accuracy and/or disagrees with the written opinion, the physician may request that a second medical opinion be obtained and such request shall be granted by the Government. The second examination shall be conducted by a duly qualified medical practitioner or psychiatric specialist, as the case may be, as selected by the College of Physicians and Surgeons of Manitoba. The physician being examined shall receive a copy of the second opinion within twenty (20) days following the date of the examination.

05 Unless the physician otherwise agrees, the medical opinion shall be submitted only to the party requesting the opinion and such opinion shall remain confidential.

06 A duly qualified medical practitioner giving a physical examination or a duly qualified specialist in psychiatry giving a psychiatric examination shall complete the forms required by the regulations.

07 The cost of the physical or psychiatric examination or examinations or reports given or made pursuant to 01 or 02 hereof shall be borne in their entirety by the Government and those given or made pursuant to 04 hereof shall be borne by the physician.

ARTICLE 23 - PERSONAL EFFECTS

01 Where a physician who is covered by this Agreement and who, during the course of the physician's employment, because of the action of an inmate, patient, visitor or member of the public, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects and/or professional instruments usually carried with or worn by the physician in the performance of the physician's duties, including clothing, the department in which the physician is employed shall pay to the physician in compensation for repairs or replacement an amount not exceeding one hundred and fifty dollars ($150.00) for any one item.

02 All incidents of loss of, or damage to, personal effects as mentioned in 01 hereof shall be reported in writing by the physician whose personal effects are lost or damaged, or by someone else on the physician's behalf, to the administrator within two (2) normal working days of the incident or the discovery thereof.

03 Each incident respecting loss of, or damage to, personal effects as mentioned in sub-article 01 hereof shall be assessed separately and the administrator shall recommend the amount of compensation that should, in his opinion, be paid in respect of each incident.

ARTICLE 24 - GRIEVANCE PROCEDURE

01 PURPOSE: The purpose of this Article is to establish procedures for discussing, processing, and settling of grievances as defined in this Article.

02 DEFINITION: The word "grievance" used throughout this Article shall mean a complaint involving wages, hours of work, terms or conditions of employment, or any other working conditions of a physician, and shall include, without restricting the generality of the foregoing any difference between the parties with regard to meaning, application or alleged violation of this Agreement, or any part thereof. It is understood and agreed by both parties hereto that any alleged violation of the express terms of the Agreement or any dispute as to the meaning or application of the express terms of the Agreement may be arbitrable and the arbitration board shall have the power to decide whether any such issue is arbitrable or not but the arbitration board shall not have the power to alter, amend or modify the express terms of this Agreement.

03 PROCEDURE: Any physician who believes he or she has a grievance or that he or she has been unjustly treated and alleges a violation or misinterpretation or misapplication of an Article under the Civil Service Act or this Agreement or a violation or misapplication of an approved policy respecting conditions of employment, shall submit the grievance in writing and the grievance shall be dealt with as follows:

(a) Step 1

Within fifteen (15) working days from the time of the alleged grievance the physician, Association representative, or both, shall discuss the matter with the physician's immediate supervisor with a view to resolving the issue. The supervisor shall issue a decision at this level in writing and shall forward such decision to the physician and the Association within five (5) working days.

(b) Step 2

If no settlement is reached within the time limit specified in Step 1, the physician, Association representative, or both, shall, within five (5) working days of receipt of the decision in Step 1, or if no decision is received within the time limit specified, arrange a meeting with the appropriate Medical Director, Chief Medical Consultant or the Assistant Deputy Minister. Such meeting will be within five (5) working days. The decision at this level shall be made in writing and forwarded to the physician and the Association within ten (10) working days of the meeting.

(c) Step 3

If no settlement is reached within the time limit specified in Step 2, the grievance may be submitted in writing to the Deputy Minister or his designate within ten (10) working days of receipt of the decision in Step 2 or, if no decision is received, upon the termination of the specified time limit. The Deputy Minister or his designate shall issue his decision in writing to the physician and the Association within fifteen (15) working days following receipt of the grievance.

04 ARBITRATION: Failing satisfactory settlement of a grievance pursuant to the procedure outlined above, then the controversy may at any time within ten (10) working days thereafter be referred by either party to a Board of Arbitration to be composed of one (1) nominee appointed by the Government and one (1) by the Association, such appointments to be made within ten (10) calendar days of such referral. The two (2) nominees so appointed shall, within fourteen (14) calendar days of the nomination of the last of them select a third member who shall be the Chairman. If one of the parties fails or neglects to appoint a nominee within the time limits above set forth, then the other party may apply to the Chief Justice of the Province of Manitoba, or in his absence the Chief Justice of the Court of Queen's Bench, to appoint such nominee. A decision of the majority of the Board of Arbitration shall be final and binding on both parties hereto.

(a) Should the two appointed arbitrators fail to agree upon a Chairman within the time limit herein provided, then the two (2) arbitrators shall forthwith apply to the Chief Justice of the Province of Manitoba, or in his absence the Chief Justice of the Court of Queen's Bench, to select a Chairman.

(b) Each party shall be responsible for the costs and expenses of its appointee, and the costs and expenses of the Chairman of the Arbitration Board shall be shared equally between the Government and the Association.

(c) In the case of a grievance involving an alleged unjust lay-off, suspension or discharge, the Arbitration Board may reinstate the physician with full compensation for time lost on the basis of the regular hours of work or may make such other award as may be deemed just and equitable.

(d) If the decision of the Arbitration Board is to reinstate any physician, the Arbitration Board shall deduct any wages earned through other employment since the lay-off, suspension or discharge in question, from the award, if any.

05 POLICY GRIEVANCES: In addition to the foregoing, the Association may process a grievance of a general nature (called a "policy grievance") with respect to any matter of dispute which affects any physician employed by the Government and represented by the Association, and any such policy grievance may be instituted at Step 2 of the grievance procedure hereinbefore set forth.

06 TIME LIMITS: The time limits as stated herein may be extended by mutual agreement in writing of the employing authority and the association.

ARTICLE 25 - TERMINATION OF EMPLOYMENT

01 The employing authority shall give a written Notice of Termination to each physician who has been terminated, at least four (4) weeks before the date on which the physician's termination is to be effective, but the Civil Service Commission may authorize the employing authority, in lieu of the Notice of Termination required by this section, to pay the physician an amount equal to the amount of wages or salary that the physician would have earned if the physician had been given proper Notice of Termination. This section does not apply to physicians whose services are terminated for just and proper disciplinary reasons in which case no notice is required.

02 Any physician who is voluntarily terminating employment with the Government shall give a written notice of termination to the Government at least four (4) weeks before the date on which the physician's termination is to be effective and the Civil Service Commission may authorize the employing authority, in lieu of retaining the physician in employment for the four (4) week period after notice of termination, to pay the physician an amount equal to the amount of wages or salary that the physician would have earned had the physician worked during the course of the four (4) week period.

ARTICLE 26 - HOURS OF WORK

01 It is understood and agreed that except as hereinafter expressly provided, the work week shall be thirty-six and one-quarter (36-1/4) hours.

02 It is understood and agreed that the work day or normal shift of work shall consist of seven and one-quarter (7-1/4) hours.

ARTICLE 27 - OVERTIME

01 Overtime shall be authorized in such manner and by person in such positions as the Government may designate, and the Association shall be notified in writing by the Government from time to time of the positions designated by the Government as having authority to authorize overtime and time off in lieu of payment therefor. The notification to the Association shall be in writing and shall be within thirty (30) days of the ratification of this Agreement. The Association shall be notified in writing of any subsequent changes within thirty (30) days of such change.

02 Overtime shall be deemed to mean time required of the physician to be spent on any "special assignment" as designated by the authorized person as hereinbefore set forth, and it is understood and agreed that "special assignment" does not include regular recurring work other than work due to special circumstances required to be done outside of the normal hours of the physician's work.

03 In lieu of payment for authorized overtime a physician shall receive time off work equivalent to the time spent in providing overtime services as hereinbefore set forth.

04 When overtime has been authorized in accordance with Article 27:01 and 27:02 above a physician shall be credited with a minimum of one (1) hour's overtime when the physician is called out or scheduled to work overtime provided that the period of overtime worked by the physician is not contiguous to his scheduled working hours.

ARTICLE 28 - CONTINUING MEDICAL EDUCATION

01 The Government and the Association mutually recognize the desirability of having all physicians covered by this collective agreement able to maintain a high level of knowledge of developments and advances in their particular field of medicine and as a consequence thereof the Government agrees to budget such amount in each year as may be practicable. The Minister will consider the guidelines recommended by the particular Medical Director involved and is prepared to receive recommendations from the Association or from any physician in this regard to enable continuing medical education of the physicians employed whether by leave of absence, attendance at training programs and seminars or medical conventions.

02 The physician shall be entitled to up to five (5) working days leave of absence with pay per fiscal year for the purpose of attending seminars or courses.

03 The physician shall be entitled to attend seminars or courses provided no more than twenty percent (20%) of the normal staffing requirement of the institution in question is absent during the relevant period.

04 For physicians not employed within an institution, the department will grant the leave requested provided operational requirements permit.

05 The Association will be responsible to resolve any disputes as to which physician(s) can take leave when the requests for leave would involve more than twenty percent (20%) of the normal staffing requirement of the institution in question being absent for any reason during the relevant period.

06 The seminars or courses must fall within the field of practice of the physician.

07 A physician shall not be entitled to bank any of the five (5) working days leave of absence not used in a particular fiscal year.

08 Reimbursement of the whole or part of the cost for any such courses or seminars is to be in the sole discretion of the Government.

09 A physician should endeavour to give as much notice as possible of his desire and intention to attend a particular course or seminar. A minimum of one (1) week's notice will be required. Where a physician wishes to request that the Government consider payment of the whole or part of the cost for any such courses or seminars, a minimum of four (4) week's notice will be required.

ARTICLE 29 - JOINT COMMITTEE

01 The Government and the Association shall forthwith establish a Joint Committee which shall consist of six (6) members, with three (3) being selected by each party. The Joint Committee shall discuss matters of concern to either party, and without limiting the generality of the foregoing, deal specifically with proposals to be made by the Association in reference to pension plans, superannuation and plans of insurance covering physicians within the bargaining unit dealt with by this Agreement, and with other methods of determining classifications of physicians and pay scales to be applied in respect thereto and any other matter which may be raised by either party to this Agreement. A physician serving on the Joint Committee shall suffer no reduction of pay.

02 The Joint Committee shall meet not less often than once every four (4) months, unless otherwise mutually agreed upon, to consider matters of concern to either party as specified under 01 hereof.

ARTICLE 30 - STAND-BY OR ON CALL DUTY

01 Any physician required to be on Stand-By or On Call, and not scheduled to work a normal shift that day, shall be paid $135.00 ($140.00 effective October 1, 1988; $145.00 effective April 1, 1989; and $150.00 effective October 1, 1989) for each twenty-four (24) hour period of Stand-By or On Call duty.

02 Any physician required to be on Stand-By or On Call and who is required to work or has worked a normal shift that day shall be paid the sum of $90.00 ($95.00 effective October 1, 1988 and $100.00 effective October 1, 1989) for each sixteen (16) hour period of Stand-By or On Call duty.

03 Any physician required to be on Stand-By or On Call under 01 or 02 hereof for a lesser period of time than set out in the stated sub-articles shall be paid on a pro rata basis.

ARTICLE 31 - EMPLOYMENT OF PHYSICIANS

01 If any vacancy occurs or a new civil service position is created, such position shall be bulletined for not less than two (2) weeks. The vacancy or new civil service position may be simultaneously advertised.

02 Applications from present employees shall be given preference if such applicants, all things being equal, can meet all the requirements of the position.

03 If a person who is not an employee can meet all the requirements of the position, then such person may be appointed as a civil servant.

04 If neither the employee, applicants nor other persons applying are deemed suitable by the Minister, then the Minister may take such steps as he deems necessary to obtain the required medical services on terms mutually agreed upon between the Minister and the physician.

05 Notwithstanding the above, any applicant from among the employed physicians shall have the right to file a grievance.

06 A physician who is assigned by the Government to a Board established under the District Health and Social Services Act to perform duties and functions as specified by the Board shall, at the physician's option, continue to be covered by the terms of this Agreement for the period September 26, 1987 to September 21, 1990, both inclusive, or until such time as a new Agreement has been concluded as specified in Article 13(01).

07 The Government shall employ in a physician position only a physician who is registered with the College of Physicians and Surgeons of Manitoba.

ARTICLE 32 - SALARIES

01 Salaries payable to the subject physician shall be as shown in Schedule "A" which is attached hereto and which forms part of this Agreement.

02 (a) Physicians are eligible for annual merit increments within the pay range for physician's classification. An increment may be granted in recognition of satisfactory service on the physician's anniversary date which is the first of the following dates that falls on or after the date the physician is employed:

(i) the first day of January bi-weekly pay period;
(ii) the first day of April bi-weekly pay period;
(iii) the first day of July bi-weekly pay period;
(iv) the first day of October bi-weekly pay period.

(b) Should a physician not be granted an increment as mentioned in 02(a) hereof, the employing authority shall advise the physician in writing why the increment was not granted.

(c) Should the physician not be granted an increment in recognition of satisfactory service as mentioned in 02(a) hereof, the physician shall have the right to resort to the grievance procedure.

(d) When an increment is not granted to a physician as mentioned in 02(a) hereof, the increment may be granted to the physician on the first day of the next or any subsequent quarter of the year following the date when the reason for not granting the increment ceases to exist.

(e) Where a physician is not granted an increment in 02(a) hereof, the physician may be eligible for an increment on any subsequent anniversary date notwithstanding that the physician was granted an increment under 02(d) hereof.

03 (a) Any physician falling within the classification of Medical Officer 1, Medical Officer 2, Medical Officer 3 and Medical Officer 4 in the area of Public Health and Laboratory Medicine who has a certification or fellowship recognized by the Royal College of Physicians and Surgeons of Canada and/or is recognized as a specialist by the College of Physicians and Surgeons of Manitoba shall be paid an additional salary of $10,000 per annum ($383.33 bi-weekly); effective October 1, 1988 - $10,250 per annum ($392.92 bi-weekly); effective the first day of the pay period in which falls April 1, 1989 - $10,500 per annum ($402.50 bi-weekly); and effective the first day of the pay period in which falls October 1, 1989 - $11,000 per annum ($421.67 bi-weekly) which salary shall be in addition to the salary as set out in Schedule "A" hereto.

(b) Any physician falling within the classification of Medical Officer 2 or Medical Officer 3 Psychiatrist who has a certification or fellowship recognized by the Royal College of Physicians and Surgeons of Canada and/or is recognized as a specialist in Psychiatry by the College of Physicians and Surgeons of Manitoba shall be paid an additional salary of $10,000 per annum, ($383.33

bi-weekly); effective October 1, 1988 - $10,250 per annum ($392.92 bi-weekly); effective the first day of the pay period in which falls April 1, 1989 - $10,500 per annum ($402.50 bi-weekly); and effective the first day of the pay period in which falls October 1, 1989 - $11,000 per annum ($421.67 bi-weekly) which salary shall be in addition to the salary as set out in Schedule "A" hereto.

(c) Any physician falling within the classification Radiological Diagnostician who has a certification or fellowship recognized by the Royal College of Physicians and Surgeons of Canada and/or is recognized as a specialist in Radiology by the College of Physicians and Surgeons of Manitoba shall be paid an additional salary of $10,000 per annum ($383.33 bi-weekly); effective October 1, 1988 - $10,250 per annum ($392.92 bi-weekly); effective the first day of the pay period in which falls April 1, 1989 - $10,500 per annum ($402.50 bi-weekly); and effective the first day of the pay period in which falls October 1, 1989 - $11,000 per annum ($421.67 bi-weekly) which salary shall be in addition to the salary as set out in Schedule "A" hereto.

(d) Any physician falling within the classification of Director of Community Services who has a certification or fellowship recognized by the Royal College of Physicians and Surgeons of Canada and/or is recognized as a specialist by the College of Physicians and Surgeons of Manitoba shall be paid an additional salary of $10,000 per annum ($383.33 bi-weekly); effective October 1, 1988 - $10,250 per annum ($392.92 bi-weekly); effective the first day of the pay period in which falls April 1, 1989 - $10,500 per annum ($402.50 bi-weekly); and effective the first day of the pay period in which falls October 1, 1989 - $11,000 per annum ($421.67 bi-weekly) which salary shall be in addition to the salary as set out in Schedule "A" hereto.

04 It is understood and agreed that, any physician who has earned specialist qualifications to diploma level and who possesses such a diploma in Psychiatry, Public Health and Laboratory Medicine or Radiology qualifying the physician to work in that specialty in the area in which he is employed shall in addition to the salary as set out in Schedule "A" be paid an additional salary of $1,000.00 per annum ($38.33 bi-weekly).

05 (a) It is understood and agreed, that any physician who provides evidence from the Royal College of Physicians and Surgeons of Canada that the physician possesses the qualifications, training and experience which make the physician eligible to sit the certification examinations of the Royal College of Physicians and Surgeons of Canada, will at a minimum be classified as Medical Officer 2 in the area of Psychiatry or Public Health and Laboratory Medicine dependent upon the specialty in which the physician is employed and in addition to any salary as set out in Schedule "A" hereto shall receive a further salary of $2,000 per annum ($76.67 bi-weekly); effective October 1, 1988 - $2,050 per annum ($78.58 bi-weekly); effective the first day of the pay period in which falls April 1, 1989 - $2,100 per annum ($80.50 bi-weekly); and effective the first day of the pay period in which falls October 1, 1989 - $2,200 per annum ($84.33 bi-weekly).

(b) It is understood and agreed, that any physician in the field of Radiology who provides evidence from the Royal College of Physicians and Surgeons of Canada that the physician possesses the qualifications, training and experience which makes the physician eligible to sit the certification examination of the Royal College of Physicians and Surgeons of Canada, shall in addition to any salary as set out in Schedule "A" hereto receive a further salary of $2,000.00 per annum ($76.67 bi-weekly); effective October 1, 1988 - $2,050 per annum ($78.58 bi-weekly); effective the first day of the pay period in which falls April 1, 1989 - $2,100 per annum ($80.50 bi-weekly); and effective the first day of the pay period in which falls October 1, 1989 - $2,200 per annum ($84.33 bi-weekly).

06 All payments for diploma, eligibility and certification are non-cumulative.

07 When a physician is promoted to another position, the physician shall be paid at a rate of pay set out for that position in Schedule "A" that is one increment more than the rate of pay the physician was being paid in the physician's former position.

08 The official rate of pay, for information purposes only is the bi-weekly rate of pay as provided in the Salary Schedule.

ARTICLE 33 - SEVERANCE PAY

01 Employees with ten (10) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be entitled to be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. The rate of pay referred to in this Article shall be the last rate of pay in effect for the employee at the time of retirement, or death and shall include those amounts specified in Articles 32:01, 32:03, 32:04 and 32:05.

02 Where a physician in his tenth year of continuous service fails to complete ten (10) years' continuous service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, the physician shall be paid or his estate shall be paid in the event of his death severance pay on the basis of ten (10) weeks' pay multiplied by the factor of the number of complete months service completed in his tenth year divided by twelve (12) months.

03 Physicians with three (3) or more years of continuous employment whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) week's pay.

04 Where a physician in his seventh year of continuous service fails to complete three (3) years' continuous service as a result of permanent lay-off, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months service completed in his seventh (7th) year divided by twelve (12) months.

05 The payment under 01 hereof shall not be subject to superannuation deductions.

06 A physician who accepts a position with a District Health Board established pursuant to The District Health and Social Services Act with no loss in existing benefits shall not be eligible for severance pay.

ARTICLE 34 - REMOTENESS ALLOWANCE

01 The Government shall provide remoteness allowances to physicians in accordance with the current agreement between the M.G.E.A. and the Government and any revisions subsequently negotiated between the M.G.E.A. and the Government.

ARTICLE 35 - TRANSPORTATION AND ALLOWANCES

01 The Government shall provide travelling and related expenses to physicians in accordance with the current agreement between the M.G.E.A. and the Government and any revisions subsequently negotiated between the M.G.E.A. and the Government.

ARTICLE 36 - PHYSICIAN PERFORMANCE REVIEW AND PHYSICIAN FILES

01 When a formal assessment of a physician's performance is made, the physician concerned shall be given an opportunity to sign the assessment form in question upon its completion for the sole purpose of indicating that its contents have been read. The physician shall have the right to place his own comments in a space provided on the form or as an attachment to which reference is made on the form prior to his signing. Immediately upon the physician signing the assessment form, the physician shall be provided with a true copy if requested for the physician's own record.

02 The Government agrees not to introduce as evidence in a hearing any document from the file of a physician, the content of which the physician was not aware at the time of filing or within a reasonable period thereafter.

03 When an unsatisfactory report is to be placed on a physician's file, the physician concerned shall be given an opportunity to sign the report in question for the sole purpose of indicating that its contents have been read. The physician shall have the right to place the physician's own comments in a space provided in the form as an attachment to which reference is made on the form prior to the physician's signing. Immediately upon signing the report, the physician shall be provided with a true copy for the physician's own record, if requested.

04 Any notice of disciplinary action which may have been placed on the personal file of a physician shall be removed from the file and destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

05 Upon written request to the Deputy Minister concerned or his designate, a physician shall have the right to examine, along with a representative of the physician's choice, the file referred to in 06 hereof and upon request shall receive a true copy of any document in the said file.

06 The Government agrees that there shall be a complete file kept or used by the Government for each physician.

ARTICLE 37 - GENERAL

01 Where operational requirements permit, a physician shall be given forty-five (45) days' notice of a major revision to existing duties within the physician's existing classification.

ARTICLE 38 - DENTAL PLAN

01 The parties agree to the continuation of a dental services plan. The contents of the plan shall be consistent with the provisions of the plan which has been negotiated by the Government of Manitoba with the Manitob Government Employees' Association.

ARTICLE 39 - CHANGE OF WORK HEADQUARTERS

01 Where, as a result of a reorganization of a Department or part of a Department a physician's work headquarters is moved from one city or town to another city or town requiring a change of residence by the physician, the physician shall be given notice of the move ninety (90) days in advance of the date upon which the move of the physician is to be effected. Such notice shall be provided in writing to the physician by the employing authority.

02 Where a physician has accepted relocation involving a change in residence by the physician, the physician shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".

03 Where such notice has been given to a physician and the physician is unable to relocate, every reasonable effort will be made to place the physician in another suitable position within the Civil Service.

04 Where a physician with more than six (6) years of continuous service is unable to relocate, he shall be subject to lay-off. If the physician has not been offered another suitable position within one year from the date of lay-off he shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 33 - Severance Pay.

05 For purposes of interpretation of this Article, where the term "suitable position" is used it means a position which the physician is reasonably qualified for and able to perform and which position is in a location that would not require a change of residence by the employee.

ARTICLE 40 - LONG TERM DISABILITY PLAN (L.T.D.)

01 The current Long Term Disability Plan as is applicable to the Manitoba Government Employees' Association - Government Employees' Master Agreement will be maintained for government employed physicians subject to a maximum cost of one percent (1%) of payroll funded by the government.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date above written

April 18, 1988
Date

Her Majesty The Queen in the Right of the Province of Manitoba

Minister responsible for the Civil Service Commission

Per: _____
President

Per: _____
Executive Director

Per: _____
Chairman - Government Employed Doctors Negotiating Committee

SCHEDULE "A"

GOVERNMENT OF MANITOBA
MANITOBA MEDICAL ASSOCIATION
SALARY SCHEDULE

EFFECTIVE 87 09 26
THROUGH 88 09 23

PUBLIC HEALTH AND LABORATORY MEDICINE

MEDICAL OFFICER 1	55,736	57,382	59,065	60,730	62,375	
	2,136.58	2,199.65	2,264.18	2,327.98	2,391.05	
	29.47	30.34	31.23	32.11	32.98	
MEDICAL OFFICER 2	60,730	62,375	64,039	65,685	67,273	
	2,327.98	2,391.05	2,454.85	2,517.93	2,578.83	
	32.11	32.98	33.86	34.73	35.57	
MEDICAL OFFICER 3	64,039	65,685	67,273	68,824	70,375	71,945
	2,454.85	2,517.93	2,578.83	2,638.28	2,697.73	2,757.90
	33.86	34.73	35.57	36.39	37.21	38.04
MEDICAL OFFICER 4	68,049	69,619	71,170	72,758	74,309	75,879
	2,608.55	2,668.73	2,728.18	2,789.08	2,848.53	2,908.70
	35.98	36.81	37.63	38.47	39.29	40.12

PSYCHIATRIST

MEDICAL OFFICER 1	55,736	57,382	59,065	60,730	62,375	64,039
	2,136.58	2,199.65	2,264.18	2,327.98	2,391.05	2,454.85
	29.47	30.34	31.23	32.11	32.98	33.86
MEDICAL OFFICER 2	62,375	64,039	65,685	67,273	68,824	70,375
	2,391.05	2,454.85	2,517.93	2,578.83	2,638.28	2,697.73
	32.98	33.86	34.73	35.57	36.39	37.21
MEDICAL OFFICER 3	67,273	68,824	70,375	71,945	73,534	75,103
	2,578.83	2,638.28	2,697.73	2,757.90	2,818.80	2,878.98
	35.57	36.39	37.21	38.04	38.88	39.71

RADIOLOGICAL DIAGNOSTICIAN

RADIOLOGICAL	64,436	66,101	67,633	69,221	70,791	72,342
DIAGNOSTICIAN	2,470.08	2,533.88	2,592.60	2,653.50	2,713.68	2,773.13
	34.07	34.95	35.76	36.60	37.43	38.25

DIRECTOR OF COMMUNITY SERVICES

DIRECTOR OF	70,526	72,077	73,647	75,217	76,787	78,357
COMMUNITY SERVICES	2,703.53	2,762.98	2,823.15	2,883.33	2,943.50	3,003.68
	37.29	38.11	38.94	39.77	40.60	41.43

SCHEDULE "A"

GOVERNMENT OF MANITOBA
MANITOBA MEDICAL ASSOCIATION
SALARY SCHEDULE

EFFECTIVE 88 09 24
THROUGH 89 09 22

PUBLIC HEALTH AND LABORATORY MEDICINE

MEDICAL OFFICER 1	57,401	59,103	60,843	62,545	64,247	
	2,200.38	2,265.63	2,332.33	2,397.58	2,462.83	
	30.35	31.25	32.17	33.07	33.97	
MEDICAL OFFICER 2	62,545	64,247	65,968	67,652	69,297	
	2,397.58	2,462.83	2,528.80	2,593.33	2,656.40	
	33.07	33.97	34.88	35.77	36.64	
MEDICAL OFFICER 3	65,968	67,652	69,297	70,886	72,493	74,101
	2,528.80	2,593.33	2,656.40	2,717.30	2,778.93	2,840.55
	34.88	35.77	36.64	37.48	38.33	39.18
MEDICAL OFFICER 4	70,091	71,699	73,307	74,933	76,541	78,148
	2,686.85	2,748.48	2,810.10	2,872.45	2,934.08	2,995.70
	37.06	37.91	38.76	39.62	40.47	41.32

PSYCHIATRIST

MEDICAL OFFICER 1	57,401	59,103	60,843	62,545	64,247	65,968
	2,200.38	2,265.63	2,332.33	2,397.58	2,462.83	2,528.80
	30.35	31.25	32.17	33.07	33.97	34.88
MEDICAL OFFICER 2	64,247	65,968	67,652	69,297	70,886	72,493
	2,462.83	2,528.80	2,593.33	2,656.40	2,717.30	2,778.93
	33.97	34.88	35.77	36.64	37.48	38.33
MEDICAL OFFICER 3	69,297	70,886	72,493	74,101	75,746	77,354
	2,656.40	2,717.30	2,778.93	2,840.55	2,903.63	2,965.25
	36.64	37.48	38.33	39.18	40.05	40.90

RADIOLOGICAL DIAGNOSTICIAN

RADIOLOGICAL	66,366	68,087	69,656	71,302	72,910	74,517
DIAGNOSTICIAN	2,544.03	2,610.00	2,670.18	2,733.25	2,794.88	2,856.50
	35.09	36.00	36.83	37.70	38.55	39.40

DIRECTOR OF COMMUNITY SERVICES

DIRECTOR OF	72,645	74,233	75,860	77,467	79,094	80,702
COMMUNITY SERVICES	2,784.73	2,845.63	2,907.98	2,969.60	3,031.95	3,093.58
	38.41	39.25	40.11	40.96	41.82	42.67

MEMORANDUM OF AGREEMENT

SUBJECT: GENERAL SALARY INCREASES

The parties agree as follows:

1. Effective September 26, 1987 increase all pay points in the 'Salary Schedule' by 3%.

2. Effective September 24, 1988 increase all pay points in the 'Salary Schedule' by 3%.

3. Effective September 23, 1989 increase all pay points in the 'Salary Schedule' by the same amounts generated by the General Pay Adjustment Memorandum of Agreement between the Manitoba Government Employees' Association and the Government of Manitoba, specifically for 36 1/4 hour per week employees and based on an assumed average salary of $1,100.00 bi-weekly.

On Behalf of the Government Employed Doctors

On Behalf of the Government of Manitoba

Witness

Witness

April 18, 1988

Date

FOR INFORMATION ONLY

SUBJECT: **FORMULA FOR GENERAL PAY ADJUSTMENT - 1989**

Effective September 23, 1989 the hourly rates of pay in the component Salary Schedules will be increased by a General Pay Adjustment to be determined as follows:

1) Calculate the Total Percentage (%) Change in the Winnipeg Consumer Price Index (CPI) All Items as determined by Statistics Canada for the twelve (12) month period from July 1988 to June 1989. The Total % Change is the sum of the percent changes in each of the twelve (12) months in the period.

$$\begin{bmatrix}\text{Total \%}\\ \text{Change}\end{bmatrix} = \begin{bmatrix}\text{\% Change in Index}\\ \text{from July '87 to July '88}\end{bmatrix} + \begin{bmatrix}\frac{\text{Aug.'88}}{\text{Aug.'87}}\end{bmatrix} + \ldots\ldots + \begin{bmatrix}\frac{\text{June '89}}{\text{June '88}}\end{bmatrix}$$

2) Calculate the Average Percentage (%) Change by dividing the Total % Change by twelve (12). Round to the nearest tenth (1/10th) of a percent.

3) The General Pay Adjustment (GPA) will consist of two components -- (a) a percentage component and (b) a dollar component.
   a) Calculate the percentage component of the General Pay Adjustment by dividing the Average Percentage Change by 2 and rounding to the nearest hundredth (1/100th) of a percent.
   b) Calculate the dollar component of the General Pay Adjustment by applying the percentage component to the average bi-weekly salary in the bargaining unit. For purposes of this calculation the average salary will be $1,100.00 bi-weekly. The hourly amount will be calculated on the basis of the appropriate hours of work for the classification (i.e. 36 1/4 or 40 hours per week).

4) The hourly rates for each classification in the component Salary Schedules will be increased by:
   a) applying the percentage component of the GPA;
   b) then applying the dollar component of the GPA;
   c) rounding the result to the nearest cent.

5) Example Calculation - if the Average % Change as determined in (2) equals 3%.

a) Percentage component of CPA would be 1.50% (Based on $\frac{3\%}{2}$ = 1.50%)

b) The Dollar component is calculated as follows:

$1100.00 x 1.50% = $16.50 bi-weekly.

i) For 40 hour per week classes

$\frac{16.50}{80}$ = $0.206 per hour

ii) for 36 1/4 hour per week classes

$\frac{16.50}{72.5}$ = $0.228 per hour.

c) Increase the hourly rates for each classification in the component Salary Schedules by:

i) for 40 hour per week classes

1.50% plus 20.6c per hour

ii) for 36 1/4 hour per week classes

1.50% plus 22.8c per hour

Round the result to the nearest cent.

MEMORANDUM OF AGREEMENT

SUBJECT: COMPASSIONATE LEAVE - ARTICLE 18:05

For purposes of the administration of Article 18:05 and Article 6 - Sick Leave, the parties hereto agree as follows:

1. Any leave which may be granted to a physician under Article 18:05 will be deducted from the physician's sick leave credits in the following sequence:
   a) sick leave credits accumulated in previous years;
   b) subject to paragraph (2), sick leave credits accumulated in the current year.

2. A physician's sick leave accumulation will not be reduced to less than twelve (12) days per year as a result of the application of Article 18:05 of the Collective Agreement.

On Behalf of the Government Employed Doctors

On Behalf of the Government of Manitoba

Witness

Witness

April 18, 1988

Date

MEMORANDUM OF AGREEMENT

SUBJECT: MATERNITY LEAVE

The parties agree that for and in consideration of the Maternity Leave provisions negotiated into the 1987-90 Collective Agreement, the Manitoba Medical Association hereby agrees not to process to arbitration any grievances respecting the utilization of accumulated sick leave credits to cover part or all of a physician's Maternity Leave.

On Behalf of the Government Employed Doctors

On Behalf of the Government of Manitoba

S. Morris
Witness

Witness

April 18, 1988
Date